

-Notice of Public Meeting-

Governmental Body: Elkhart City Council

Date of Meeting: March 18, 2024

Time/Place of Meeting: 6:00 PM - Elkhart Community Center-264 NW Garfield Ave

NOTE: All public comments will generally be limited to a maximum of three (3) minutes per person and shall fall under Agenda Item 5: Citizen Hearing and Other Communications. Under Iowa law, the City Council is prohibited from discussing or taking any action on an item not appearing on its posted agenda. Any issue raised by public comment under the Citizen Hearing will be referred to staff for a decision on whether or not it should be placed on a future agenda. All comments from the public, Council, and Staff shall address the presiding officer, and upon recognition by the presiding officer, shall be confined to the question under debate.

PUBLIC NOTICE IS HEREBY GIVEN that the above-mentioned governmental body will hold a meeting at the date, time, and place above set-out. The tentative Agenda for said meeting is as follows:

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Oath of Office – City Administrator**
- 5. Approval of Agenda**
- 6. Citizen Hearing and Other Communications**

- a. Polk County Sheriff Report
- b. Scott Drey-Fire Chief
- c. Public Comments on items not on the Agenda-**3-minute limit**

7. Public Hearing; Proposed Development Agreement with PARSHVA LLC

8. Resolution 2024-10; Resolution Approving Development Agreement with PARSHVA LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

9. Resolution 2024-11; A Resolution Approving Disposition of City-Owned Property in the Elkhart Urban Renewal Area

10. Reports of Elected Officials, City Staff, and Standing Committees

11. Consent Agenda:

- a. Approval of March Bills Payable
- b. February 20, 2024 Meeting Minutes
- c. The Hen House Pub n' Grub LLC Class C Retail Alcohol License

12. Resolution 2024-12; *A Resolution Naming Agents of the City of Elkhart, Iowa Authorized to Endorse Checks and Orders for Payment or Withdraw or Transfer Funds on Deposit*

13. Resolution 2024-13; *A Resolution Amending the Rules and Regulations of Elkhart Cemetery*

14. ORDINANCE NO. 2024-5; AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ELKHART, IOWA, BY AMENDING PROVISIONS IN CHAPTER 112 CEMETERY

15. Resolution 2024-14; *A Resolution to Authorize the Purchase of Generator Installation Services*

16. Resolution 2024-15; *A Resolution Authorizing the Fire Chief to Purchase 30-Year Cylinders Utilizing Funds from the Fire Restricted Cash Savings Account*

17. Resolution 2024-16; *A Resolution to Approve Pay Estimate No. 3 for Main Lift Station Improvements Project*

18. Discussion LED Lighting for City facilities

19. Discussion 2024 City-Wide Clean Up Day

20. Other Business

21. Adjourn

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into between the City of Elkhart, Iowa (the “City”) and PARSHVA LLC (the “Company”) as of the ___ day of _____, 2024 (the “Commencement Date”).

WHEREAS, the City has established the Elkhart Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company has proposed to acquire certain real property (the “Property”) from the City which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto; and

WHEREAS, the Company has proposed to undertake the construction of a new commercial building (the “Project”) on the Property for use in the business operations of a gas station; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project; and

WHEREAS, the taxable base valuation of the Property for purposes of calculations on Incremental Property Tax Revenues, as hereinafter defined, under this Agreement and Section 403.19 of the Code of Iowa shall be the taxable assessed valuation of the Property as of January 1, 202[4] (the “Base Valuation”); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Property Acquisition; Project Construction; Operational Requirement.

a) City Property Acquisition

The Company agrees to acquire the City Property by no later than _____, 2024. This real estate transaction shall be more specifically documented under separate real estate purchase agreements, deeds and such other documentation as shall be deemed necessary by the parties.

b) Project

The Company agrees to construct the Project on the Property. The Company agrees to submit a detailed site plan (the “Site Plan”) for the development of the Project to the City. Upon approval by the City Council, the Site Plan shall be attached hereto as Exhibit B. The Company

agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2024.

The Company agrees to maintain ownership of the Property and to ensure that the completed Project is used in the business operations of a gas station throughout the Term (as hereinafter defined) of this Agreement (the “Business Operations Requirement”).

c) **Maintenance of Property**

Further, the Company agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. Company’s Certifications. Upon request by the City, the Company agrees to certify (the “Operational Certification”) to the City by no later than each October 15th during the Term, commencing October 15, 2025, demonstrating that the Business Operations Requirement is being met by the Company. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that the Company is in compliance with the Business Operations Requirement.

3. Minimum Assessment Agreement. The Company agrees to enter into an assessment agreement (the “Assessment Agreement”), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the Project, at not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) (the “Minimum Assessed Valuation”) in the aggregate as of January 1, 2025 (the “First Valuation Date”). It is intended by the Company that the Minimum Assessed Valuation shall be established on the Polk County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit C and shall remain in effect throughout the Term (as hereinafter defined) of this Agreement.

4. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment

5. Property Tax Payment Certification. For purposes of this Agreement, “Annual Percentage” shall mean the annual percentage in effect from time to time as set forth in the following table:

<u>Fiscal Year of City</u>	<u>Annual Percentage</u>
First through Fifth Payment Years	95%
Sixth through Tenth Payment Years	90%

The Company agrees to certify to the City by no later than October 15 of each year during the Term, commencing October 15, 2025 an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Company’s Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Polk County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.5.

6. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Plan for the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$12,000 or (2) the Actual Admin Costs from the Incremental Property Tax Revenues before making any Payments to the Company, as provided for under Section B.1 below, in order to recover some or all of the Actual Admin Costs.

7. Reversionary Interest. Notwithstanding any other provision of this Agreement, the conveyance of the City Property shall be made subject to the express condition that the Developer shall substantially complete construction of the Project in accordance with the Developer’s approved site plan by no later than December 31, 2024, and shall thereafter use and operate the property as a convenience store/grocery store/gas station facility in accordance with customary industry practices and use restrictions of record.

If said condition as to all or any part of the Project is not met, then, at the City’s option, exercisable by written notice to Developer at any time following the transfer and failure to meet

any of the requirements, which notice sets forth the nature of the breach or violation and further provided that if the breach or violation is not corrected to City's reasonable satisfaction within 30 days of the date of receipt of the notice, then all right, title and interest in and to the City Property and to any improvements thereon, together with the right of immediate possession thereof, will revert to and revest in the City and City's assigns, as fully and completely as if the Deed had not been executed. Written notice shall be by first class U.S. Mail, postage prepaid, to the Developer, at the address set forth below, and shall be deemed received after three days after being deposited in the mail.

This Reversion and corresponding use restriction shall be more specifically documented under separate real estate purchase agreements, deeds and such other documentation as shall be deemed necessary by the City, and shall survive the termination of this Agreement. The City may file a verified claim pursuant to Iowa Code 614.24 to preserve the Reversion and associated use restrictions beyond the 21-year limitations period provided by Iowa Code.

8. Default Provisions.

- a) Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:
- i. Failure by the Company to acquire the Property pursuant to the terms and conditions of this Agreement.
 - ii. Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
 - iii. Failure by the Company to comply with the Business Operations Requirement pursuant to the terms and conditions of this Agreement.
 - iv. Failure by the Company to enter into the Assessment Agreement.
 - v. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
 - vi. Failure by the Company to comply with Section A.5 of this Agreement.
 - vii. Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.
- b) Notice and Remedies. Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:
- i. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
 - ii. Withhold the Payments provided for under Section B.1 below.

B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make ten (10) annual economic development tax increment payments (the "Payments" and each, individually a "Payment") to the Company during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed seven hundred fifty thousand dollars (\$750,000) (the "Maximum Payment Total"), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from the Annual Percentage of Incremental Property Tax Revenues received by the City from the Polk County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect to the Property. Once such amount has been withheld, the Payments shall be funded as described herein.

This Agreement assumes that the new taxable valuation of the Project will go on the property tax rolls as of January 1, 2025. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2027, and continuing through and including June 1, 2036, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2025 the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2036.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2027, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2025), provided, however, that no Payment shall exceed the actual

amount of Incremental Property Tax Revenues received by the City from the Polk County Treasurer during the twelve (12) months immediately preceding each Payment date attributable to the taxable valuation of the Property with the Project thereon.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Polk County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2036 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF ELKHART, IOWA

By: _____
Mayor

Attest:

City Clerk

PARSHVA LLC

By: _____
[Name, Title]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 2 and Lot 1 in Prairie Pointe Commercial Plat 1, and Official Plat, except Parcel A of the Plat of Survey filed in the Office of the Recorder for Polk County, Iowa on August 21, 2006, and recorded in Book 11814, Page 71, being a part of said Lot 1, now included in and forming a part of the City of Elkhart, Polk County, Iowa.

EXHIBIT B

SITE PLAN

EXHIBIT C
FORM OF MINIMUM ASSESSMENT AGREEMENT

MINIMUM ASSESSMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Amy M. Bjork, Esq., Dorsey & Whitney LLP, 801 Grand Avenue, Suite 4100, Des Moines, IA 50309; Phone: 515-699-3285

Return Document To:

City of Elkhart, Iowa, 260 NW St., Elkhart, IA 50073; Phone: 515-367-4735

City:

City of Elkhart, Iowa

Property Owner:

PARSHVA LLC

Legal Description:

See Exhibit A

Book & Page Reference if applicable:

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the ____ day of _____, 2024, by and among the City of Elkhart, Iowa (the “City”), PARSHVA LLC (the “Property Owner”), and the County Assessor of Polk County (the “Assessor”).

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the “Property”), which is located in the Elkhart Urban Renewal Area in the City; and

WHEREAS, the Property Owner has undertaken the construction of a light industrial building (the “Project”) on the Property; and

WHEREAS, a development agreement (the “Development Agreement”), dated _____, 2024, has been executed between the City and the Property Owner in connection with the Property Owner’s investment in and business operations on the Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 202[5], and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 202[5], the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be Two Million Five Hundred Thousand Dollars (\$2,500,000) until termination of this Agreement.

2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 202[5], and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

3. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further agrees that until this Agreement is terminated they will not seek administrative or judicial review

of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

4. The Property Owner further agrees that until this Agreement is terminated it will not seek any tax exemption or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Property including causing or allowing the property to be leased, sold, transferred to or otherwise used by an entity that is exempt from property taxes under the laws of the State of Iowa.

5. This Agreement, and the minimum assessed valuation established herein, shall be effective until such time as the City's obligations to make Payments (as defined in the Development Agreement) have been satisfied in-full.

6. Nothing herein shall be deemed to waive the Property Owner's rights under Section 403.6(19) Code of Iowa, (2023) or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.

7. This Agreement shall be promptly recorded with the Polk County Recorder, along with a copy of Iowa Code Section 403.6.

8. Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Property Owner, including the Development Agreement.

[Remainder of page intentionally left blank.]

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

CITY OF ELKHART, IOWA

By: _____
Mayor

Attest:

City Clerk

PARSHVA LLC

By: _____
[Name, Title]

STATE OF IOWA)
) SS:
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by John M. Kaczmarczyk and [**Name of City Clerk**], the Mayor and City Clerk, respectively, of Elkhart, Iowa, a municipal corporation of the State of Iowa, on behalf of the City.

Notary Public

STATE OF IOWA)
) SS:
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ___ day of _____,
20__ by _____ the _____ of PARSHVA LLC, a Kansas limited
liability company.

Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

Lot 2 and Lot 1 in Prairie Pointe Commercial Plat 1, and Official Plat, except Parcel A of the Plat of Survey filed in the Office of the Recorder for Polk County, Iowa on August 21, 2006, and recorded in Book 11814, Page 71, being a part of said Lot 1, now included in and forming a part of the City of Elkhart, Polk County, Iowa.

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) until termination of the Agreement.

County Assessor for Polk County,
State of Iowa

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

LIENHOLDER'S CONSENT, IF ANY

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

[NAME OF LIENHOLDER]

By: _____

Signature

Date: _____

STATE OF IOWA)

) SS:

COUNTY OF POLK)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ the _____ of _____.

Notary Public

[Add additional pages for each Lienholder]

[If no Lienholders exist, this consent will not be completed]

[Lienholder's Consent]

To be filed with Assessment Agreement

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$_____.

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

EXHIBIT D
COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October _____, 20____.
- (2) Assessed Taxable Valuation of Property as of January 1, 20____:
 \$_____.
- (3) Base Taxable Valuation of Property for purposes of Agreement:
 \$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
 \$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
 \$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
 \$_____ x \$ _____/1000 = \$ _____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____ x Annual Percentage* (____%) = Company's Estimate (\$_____).

<u>Fiscal Year of City</u>	<u>Annual Percentage</u>
First through Fifth Payment Years	95%
Sixth through Tenth Payment Years	90%



March 12, 2024

VIA EMAIL

Katie Wilson
City Administrator/City Hall
Elkhart, IA

Re: PARSHVA LLC Development Agreement
File No. 481239-15

Dear Katie:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with PARSHVA LLC, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to make the payments under the Agreement.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Please call John Danos, Severie Orngard or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Marissa Butler

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(PARSHVA LLC)

481239-15

Elkhart, Iowa

March 18, 2024

A meeting of the City Council of the City of Elkhart, Iowa, was held at 6:00 o'clock p.m., on March 18, 2024, at the Community Center, Elkhart, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and PARSHVA LLC had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION 2024-10

Resolution Approving Development Agreement with PARSHVA LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Elkhart, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Elkhart Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the “Agreement”) between the City and PARSHVA LLC (the “Developer”) has been prepared, pursuant to which the Developer would undertake the construction of a commercial building for use in the business operations of a gas station in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Developer in a total amount not exceeding \$750,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on March 18, 2024, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Elkhart, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Elkhart and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Developer thereunder.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "PARSHVA LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Lot 2 and Lot 1 in Prairie Pointe Commercial Plat 1, and Official Plat, except Parcel A of the Plat of Survey filed in the Office of the Recorder for Polk County, Iowa on August 21, 2006, and recorded in Book 11814, Page 71, being a part of said Lot 1, now included in and forming a part of the City of Elkhart, Polk County, Iowa.

Section 5. The City hereby pledges to the payment of the Agreement the PARSHVA LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the PARSHVA LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After the certification of indebtedness to the County Auditor of Polk County, Iowa and the continuing pledging of the PARSHVA LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.
Passed and approved March 18, 2024.

Mayor

Attest:

City Clerk

•••••

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF POLK SS:
CITY OF ELKHART

I, the undersigned, Clerk of the City of Elkhart, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

AUTHORIZING DISPOSITION OF URBAN RENEWAL PROPERTY

Elkhart, Iowa

481239-15

March 18, 2024

The City Council of the City of Elkhart, Iowa, met on March 18, 2024, at 6:00 p.m., at the Elkhart Community Center, in the City.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

* * * Other Business * * *

The City Council took up for consideration a proposal to dispose of certain urban renewal property.

Whereupon, Council Member _____ introduced a proposed resolution entitled "Resolution Approving Disposition of Urban Renewal Property," and moved that the said resolution be adopted, seconded by Council Member _____ and after due consideration thereof by the Council, the Mayor put the question on the motion for adoption of the said resolution and, the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said resolution duly adopted and signed approval thereto.

* * * Other Business * * *

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2024-11

Resolution Approving Disposition of City-Owned Property in the Elkhart Urban Renewal Area

WHEREAS, the City of Elkhart, Iowa (the “City”) has previously established the Elkhart Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, one of the City’s objectives is to promote commercial development in the Urban Renewal Area; and

WHEREAS, the City is the owner of certain real property (the “Property”) situated in the Urban Renewal Area and more particularly described on Exhibit A hereto; and

WHEREAS, the City has received a proposal from PARSHVA LLC, as developer (the “Developer”) which includes the acquisition of the Property and the construction of a commercial building thereon for use in the operations of a gas station (the “Project”); and

WHEREAS, the City intends to enter into a certain development agreement (the “Development Agreement”) with the Developer with respect to the development of the Project; and

WHEREAS, pursuant to the Development Agreement and Section 403.8(6)(19) of the Code of Iowa, the City and the Developer will enter into a minimum assessment agreement (the “Assessment Agreement”) with respect to the Property, such Assessment Agreement to satisfy the conditions set forth in Section 403.8(3) of the Code of Iowa; and

WHEREAS, it is now necessary to take action to approve the proposal received by the Developer; and

WHEREAS, no other proposals for the undertaking of the Project have been received; and

NOW, THEREFORE, Be It Resolved by the City Council of the City of Elkhart, Iowa, as follows:

Section 1. The City Council hereby determines that the proposal of the Developer represents the best interests of the City with respect to the development of the Property and the undertaking of the Project, and the proposal of the Developer is hereby accepted and approved. The disposition of the Property to the Developer as set forth in the proposal is hereby approved subject to the Developer executing the Development Agreement and the Assessment Agreement. The Mayor and City Clerk are hereby authorized and directed, with advice from the City Attorney, to execute such documents as may be necessary to carry out the disposition of the Property.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved March 18, 2024.

Mayor

Attest:

City Clerk

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Lot 2 and Lot 1 in Prairie Pointe Commercial Plat 1, and Official Plat, except Parcel A of the Plat of Survey filed in the Office of the Recorder for Polk County, Iowa on August 21, 2006, and recorded in Book 11814, Page 71, being a part of said Lot 1, now included in and forming a part of the City of Elkhart, Polk County, Iowa.

ATTESTATION CERTIFICATE

STATE OF IOWA
POLK COUNTY
CITY OF ELKHART

SS:

I, the undersigned, City Clerk of the City of Elkhart, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the City Council's proposal to take action in connection with the sale of real property, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

City Administrator Report

3/18/24 Meeting

It has been a busy first week serving as the Elkhart city administrator. I have spent a lot of time diving into learning where the City is at with projects and internal operations. I am excited about the immense amount of potential I see and have numerous ideas we can implement to improve the city. Below are a few key highlights from my week:

- Attended P & Z meeting for review of the PARSHVA LLC development for the gas station
- Attended progress meeting with Veenstra & Kimm and WRH for the Water Treatment Plant project
- Met with PFM to get a handle on city financials
- Processed payroll & AP checks/met with Travis to get an update on payroll, AP, and taxes from the past several months
- Received tour of maintenance facilities from Ron Cornwell
- Discussed Fire Department/EMS and emergency procedures with Scott Drey
- Met with the City's website developer to discuss ways to improve our branding and marketability
- IT provider has been diligently working to get the Microsoft 365/Outlook operating
- Studying financials in the software- I included the cash report that generates through our software. However, I do not recommend council approval of any financial statements at this time due to the pause in bank reconciliation. Bank rec has not been completed since September, meaning there are outstanding receipts and disbursements not included in the reports. This will be on my top priority list to get these 6 months caught back up so we can see where we are at in the budget. If a budget amendment is needed, that has to be completed in May. Along with bank rec, I am working on locating/identifying the grant funds for the light installation at the park and the rest of the projects funded through grants. I will be reaching out to Chad to see if he can assist with locating this information.

Marissa has done a great job tackling difficult tasks prior to my arrival. I have enjoyed meeting all of the staff and new faces around town. I look forward to becoming involved with other Elkhart committees and hope to create more community engagement in the future.

Katie Wilson

City Administrator

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
1655823	ANKENY SANITATION	GARBAGE SVC		75.31	22196	2/14/24
3224	ARDICK EQUIPMENT CO INC	SIGNS		625.50	22197	2/14/24
15INV169439	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	24.97		22198	2/14/24
15INV169696	ARNOLD MOTOR SUPPLY	SEWER LAGOON BATTERY	159.99		22198	2/14/24
15NV169785	ARNOLD MOTOR SUPPLY	PLOW TRUCK	120.99		22198	2/14/24
15NV169822	ARNOLD MOTOR SUPPLY	PLOW TRUCK	241.98		22198	2/14/24
15NV170230	ARNOLD MOTOR SUPPLY	SEWER LAGOON	158.99		22198	2/14/24
15NV170256	ARNOLD MOTOR SUPPLY	SEWER LAGOON	89.98	796.90	22198	2/14/24
14256	CHEM-SULT, INC	WATER TREATMENT CHEMS		599.42	22246	3/12/24
27FEB2024	CONSUMERS ENERGY	IND PARK STREET LIGHTS		172.44	22219	2/28/24
PR20240215	EFTPS PAYROLL FEDERAL TAXES	FED/FICA TAX	2,285.16		11019810	2/15/24
PR20240229	EFTPS PAYROLL FEDERAL TAXES	FED/FICA TAX	1,920.15		11019813	2/29/24
PR20240315	EFTPS PAYROLL FEDERAL TAXES	FED/FICA TAX	2,652.30	6,857.61	11019814	3/15/24
24-10057	EMERGENCY SERVICES MARKET INC	IAMRESPONDING 1YR SUBSCRIPTION		305.00	22247	3/12/24
3065928	FIDELITY SECURITY LIFE	VISION INSURANCE	70.52		22220	2/28/24
PR20240131	FIDELITY SECURITY LIFE	VISION	3.93		22195	2/15/24
PR20240215	FIDELITY SECURITY LIFE	VISION	3.93		22195	2/15/24
PR20240229	FIDELITY SECURITY LIFE	VISION	3.93		22245	3/15/24
PR20240315	FIDELITY SECURITY LIFE	VISION	3.93	86.24	22245	3/15/24
0006192416	GANNETT IOWA LOCALIQ	PUBLICATIONS		55.90	22199	2/14/24
161309	HAWKEYE TRUCK EQUIPMENT	PLOW SUPPLIES		90.00	22200	2/14/24
13FEB2024	HEARTLAND COOP	FUEL		1,577.19	22201	2/14/24
2024-006	HINSON CONSULTING LLC	CITY ADMIN SEARCH INV #2		4,854.94	22202	2/14/24
24-0050	HUBER GRADING INC	SNOW REMOVAL		2,625.00	22203	2/14/24
12MAR2024	HUXLEY COMMUNICATIONS	CHALL/FIRE/SHOP INTERNET	162.00		22248	3/12/24
13FEB2024	HUXLEY COMMUNICATIONS	CHALL/FIRE/SHOP INTERNET	162.00	324.00	22204	2/14/24
27FEB2024	IA DEPT INSPECT/APPEALS	MEMORIAL PARK CONCESSION STAND		150.00	22221	2/28/24
PR20240215	TREASURER STATE OF IOWA	STATE TAXES	372.02		11019812	2/29/24
PR20240229	TREASURER STATE OF IOWA	STATE TAX	315.02	687.04	11019812	2/29/24
CI-0019856	IOWA DEPT OF TRANSPORTATION	ST SIGN		1,505.27	22222	2/28/24
258155	IOWA ONE CALL	EMAIL LOCATES	53.10		22205	2/14/24
259352	IOWA ONE CALL	EMAIL LOCATES	43.20	96.30	22223	2/28/24
PR20240215	IPERS	IPERS	1,460.17		11019811	2/29/24
PR20240229	IPERS	IPERS	1,191.94	2,652.11	11019811	2/29/24
71220	JC CROSS CO.	5 GALLONS LUBRICANT		596.81	22224	2/28/24
13FEB2024	KIPPY'S PLACE	ADMIN SEARCH EXPENSE		179.71	22206	2/14/24
35816778	MARCO TECHNOLOGIES LLC	COPIER/PRINTER		355.40	22207	2/14/24
27FEB2024	MARISSA BUTLER	FEB PHONE REIMBURSEMENT		75.00	22225	2/28/24
97820	MENARDS - ANKENY	HEATER ELEMENT CH	129.99		22208	2/14/24
98474	MENARDS - ANKENY	SUPPLIES	84.98	214.97	22226	2/28/24
70026109	METRO WASTE AUTHORITY	CURB IT RECYCLING EXPENSE		1,861.40	22209	2/14/24
29FEB2024	MID AMERICAN ENERGY	ELECTRIC/GAS		3,870.36	22242	2/29/24
24510-97059	MIDAMERICAN ENERGY CO.	TEMPORARY METER		16.57	22210	2/14/24
1868	MIDWEST CRITICAL POWER	GENERATOR SERVICE		346.00	22211	2/14/24
ID37354	MIDWEST UNDERGROUND	6" AUGER BIT		400.00	22212	2/14/24
481106	MURPHY TRACTOR & EQUIP	WHEEL LOADER SERVICE		338.25	22227	2/28/24
27FEB2024	ON-TRACK CONSTRUCTION,LLC	MAIN ST LIFT STATION PAY#2		4,201.09	22228	2/28/24
13FEB24	POLK COUNTY ELECTION OFFICE	ELECTION EXPENSES		788.61	22213	2/14/24
27FEB2024	POLK COUNTY RECORDER	RECORDING FEE		172.00	22229	2/28/24
11648	POLK COUNTY TREASURER	SHERIFF CONTRACT	2,694.67		22214	2/14/24
11698	POLK COUNTY TREASURER	SHERIFF CONTRACT	2,694.67	5,389.34	22249	3/12/24
RI-240075	RACOM CORPORATION	28RADIO ACCESS EDACS		719.10	22230	2/28/24
27FEB2024	RICK HUEBNER	FEBRUARY CELL PHONE		75.00	22231	2/28/24
27FEB2024	RON CORNWELL	FEBRUARY CELL PHONE		75.00	22232	2/28/24

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
27FEB2024	SAM'S CLUB	SUPPLIES		32.84	22233	2/28/24
INV-032211	SANDRY FIRE SUPPLY LLC	FIRE SVC		1,150.75	22234	2/28/24
#4	CHAD SANDS	FEBRUARY SERVICES		587.50	22243	2/29/24
13FEB2024	TRAVELERS-RMD	W. COMP POL #7950G8235	118.00		22215	2/14/24
27FEB2024	TRAVELERS-RMD	WORKER'S COMP INSURANCE	8,018.00	8,136.00	22235	2/28/24
27FEB2024	TRAVIS COOKE	FEBRUARY SERVICES		1,110.00	22236	2/28/24
6131034	VAN WALL EQUIPMENT INC	FIRE EQUIPMENT		880.08	22216	2/14/24
1801-034-5	VEENSTRA & KIMM INC	ENGINEERING	471.50		22217	2/14/24
1801-035-4	VEENSTRA & KIMM INC	ENGINEERING	167.00		22217	2/14/24
1801-047-2	VEENSTRA & KIMM INC	ENGINEERING	1,012.00		22237	2/28/24
18056-97	VEENSTRA & KIMM INC	ENGINEERING	12,600.75		22217	2/14/24
18056-98	VEENSTRA & KIMM INC	ENGINEERING	156.75		22237	2/28/24
18082-12	VEENSTRA & KIMM INC	ENGINEERING	3,628.81		22217	2/14/24
18083-13	VEENSTRA & KIMM INC	ENGINEERING	1,982.73		22237	2/28/24
18086-3	VEENSTRA & KIMM INC	ENGINEERING	1,406.50	21,426.04	22237	2/28/24
9955558555	VERIZON WIRELESS	CHALL/FIRE PHONES		169.94	22238	2/28/24
62300	WASTE SOLUTIONS OF IOWA	PORTABLE RESTROOMS	145.00		22218	2/14/24
72823	WASTE SOLUTIONS OF IOWA	PORTABLE RESTROOMS	237.00		22218	2/14/24
72831	WASTE SOLUTIONS OF IOWA	PORTABLE RESTROOMS	186.00		22218	2/14/24
77197	WASTE SOLUTIONS OF IOWA	PORTABLE RESTROOMS	238.00		22218	2/14/24
77201	WASTE SOLUTIONS OF IOWA	PORTABLE RESTROOMS	162.00	968.00	22218	2/14/24
240400011897	WELLMARK	GROUP INSURANCE	941.54		22239	2/28/24
PR20240131	WELLMARK	INSURANCE- A T	144.38		22194	2/15/24
PR20240215	WELLMARK	INSURANCE- A T	144.38		22194	2/15/24
PR20240229	WELLMARK	INSURANCE- A T	144.38		22244	3/15/24
PR20240315	WELLMARK	INSURANCE- A T	144.38	1,519.06	22244	3/15/24
95048555	WEX BANK	FUEL		493.62	22240	2/28/24
27FEB2024	WRH, INC	PAY ESTIMATE #7		269,538.97	22241	2/28/24

Accounts Payable Total 349,823.58

Payroll Checks

 001 GENERAL 138.52

Total Paid On: 2/13/24 138.52

001 GENERAL 3,341.44
 110 ROAD USE TAX 205.86
 600 WATER 1,661.24
 610 SEWER 1,414.22
 740 STORM WATER 82.34

Total Paid On: 2/15/24 6,705.10

001 GENERAL 2,532.94
 110 ROAD USE TAX 189.31
 600 WATER 1,450.20
 610 SEWER 1,223.01
 740 STORM WATER 75.75

Total Paid On: 2/29/24 5,471.21

CLAIMS LIST March 18, 2024

Checks Already Written:
Showing in Gworks Report

Unpaid- Needs Approval:

Payee	Purpose	Amount
Elkhart Fitness Center	Fire./Annual Membership Fees-Firefighters	1,080.00 Invoice copy included
Ankeny Sanitation	Gbg./City Hall March Services	75.31 Invoice copy included
Consumer's Energy	St. Lts./W. Wtr./ Industrial Park St. Light Elec. Serv.	145.90 Invoice copy included
Ardick Equip. Co.	R.U./Street Signs-Stop Signs-No Park. Signs	1,763.20 Invoice copy included
IA Dept of Revenue	Withholding Tax Assess./Dec. 31, 2023 Filing Per.	86.54 Invoice copy included
Menards Ankeny	R.U./W. Wtr./C. Ctr.-Misc. Supplies	295.57 Invoice copy included
Marissa Butler	March 2024 Phone Reimbursement	75.00 No invoice
Rick Huebner	March 2024 Phone Reimbursement	75.00 No invoice
Ron Cornwell	March 2024 Phone Reimbursement	75.00 No invoice
Katie Wilson	March 2024 Phone Reimbursement/Auto Allowance	275.00 No invoice
Wellmark	Employee Health Ins. Premiums	2,614.13 Unable to access invoice copy yet
VISA	Maint./Dewatering bags	85.49 Invoice copy included
VISA	City Card./Staples supplies-Postage	139.78 Invoice copy included-Locating Receipts
VISA	Administrator/Google Suite-Zoom	36.37 Invoice copy included-Locating Receipts
On Track Construction, LLC	Cap. Project/Main Lift Station Pay Est. No. 3	20,688.91 Invoice copy included
Microbac Laboratories	W. Wtr./Wtr./Testing Samples	119.00 Invoice copy included
	Subtotal	27,630.20

*I am working on gaining access to all e-bills that are being sent to the old email account

*These are the invoices we have received in the mail since 3/6/24 and to my knowledge need paid this month

**CITY OF ELKHART BUSINESS MEETING MINUTES, FEBRUARY 20TH, 2024 – 6:00 P.M. ELKHART
COMMUNITY CENTER**

1. Call to Order

Mayor Kaczmarczyk called the meeting to order at 6:00 PM

2. Pledge of Allegiance

Mayor Kaczmarczyk led the room in the Pledge of Allegiance

3. Roll Call

Council Members Present: Brad Fordyce, Angie Schaffer, Jill Edler, Rob Fouraker Absent: Campbell

4. Approval of Agenda

Motioned by Fordyce, seconded by Edler to approve agenda as published, motion carried

5. Citizen Hearing and Other Communications

a. Polk County Sheriff Report: Submitted monthly report-43 calls, accidents, alarms, stalled vehicles. 5 Radars set up

b. Scott Drey-Fire Chief: no comments from Scott Drey

c. Public Comments on items not on the Agenda-**3-minute limit**: no public comments

6. Public Hearing on Proposed Amendment to the Elkhart Urban Renewal Area

Motioned by Edler, Seconded by Fouraker to open public hearing, motion carried. Mike Kappos spoke on proposed amendment and Planning/Zoning is recommending approval. Motioned by Fordyce, seconded by Schaffer to close public hearing, motion carried

7. Reports of Elected Officials, City Staff, and Standing Committees

Edler gave update on Parks & Rec meeting, they talked about donation letter, Prairie Pointe Park update: seeding and lighting will be done in the spring. Fordyce mentioned the DOT is closing the 142nd Ave bridge Monday February 26th. Angie gave update on cemetery meeting. Cemetery committee is still searching for veteran's pictures. Cemetery committee is looking for new members. Fordyce talked about Development agreement for proposed gas station, final site plan was submitted to V&K and they are currently reviewing it. Mayor gave updates on speed limits, possible rail crossing signs, and brief discussion about City being in contact with State Auditor's office. Acting City Clerk gave brief update. Mayor talked about new City Admin hire with a start date of

8. Consent Agenda Resolution 2024-9

Motioned by Edler, Seconded by Fouraker to approve consent agenda, motion carried

9. Discussion about New LED lighting in City Buildings

Mark Lewis from Cruiser Electric came and talked about possibly installing new LED lighting in City building. MidAmerican has a ton of rebates right now to help with the costs of that. Council is going to discuss this further and loop back around to it at the March meeting.

10. Resolution 2024-10

Motioned by Fordyce, seconded by Schaffer to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Elkhart Urban Renewal Area, motion carried

11. Ordinance 2024-4

Motioned by Fordyce, seconded by Edler to approve first reading of an ordinance Providing for the Division of Taxes Levied on Taxable Property in the February 2024 Addition to the Elkhart Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa, motion carried

Motioned by Edler, seconded by Shaffer to waive 2nd and 3rd reading and Adopt Ordinance 2024-4, motion carried

12. Resolution 2024-11

Motioned by Schaffer, seconded by Fouraker to set date of Meeting at Which it is Proposed to Approve a Development Agreement with PARSHVA LLC, Including Annual Appropriation Tax Increment Payments (March 18th), motion carried

13. Resolution 2024-12

Motioned by Fordyce, seconded by Fouraker to waive City's right of review of subdivision within two miles of city limits, motion carried

14. Ordinance 2024-1

Motioned by Fordyce, seconded by Edler to approve 2nd reading, waive 3rd reading, and adopt ordinance 2024-1 for proposed changes to the city zoning ordinance regarding barbed wire fencing, motion carried

**CITY OF ELKHART BUSINESS MEETING MINUTES, FEBRUARY 20TH, 2024 – 6:00 P.M. ELKHART
COMMUNITY CENTER**

15. Ordinance 2024-2

Motioned by Fordyce, seconded by Schaffer to approve 2nd reading, waive 3rd reading, and adopt ordinance 2024-2 for proposed changes to the city zoning ordinance regarding temporary uses motion carried

16. Ordinance 2024-3

Motioned by Fordyce, seconded by Fouraker to approve 2nd reading, waive 3rd reading, and adopt ordinance 2024-3 for proposed changes to the city zoning ordinance regarding the zoning map, motion carried

17. Resolution 2024-13

Motioned by Schaffer, seconded by Fouraker to approve MidAmerican's electrical service to the WTP, motion carried

18. Discussion on competitive cycling event near Elkhart this year

Jason Bernstein spoke about bringing a competitive cycling event to the area projected race date is August 2nd-4th 2024. The event will be held at a variety of locations within the county. This event will encompass 4 different races: a time trial (race against the clock), a criterium (a looped race on closed course), and a circuit race (a larger looped course). The location is near Elkhart however it is considered County. Jason will be getting in touch with Polk County Sheriffs to take further action

19. Appointment to Planning and Zoning Commission

Motioned by Fordyce, seconded by Schaffer to appoint Travis Warnke to Planning and Zoning Commission, motion carried

20. Appointment to Parks and Recreation Board

Motioned by Fordyce, seconded by Fouraker to appoint David Mitchell to parks and recreation board, motion carried

21. Appointing Elected Officials

Mayor appointment Elected Officials as follows

EMERGENCY Management Commission: Rob Fouraker and Scott Drey

MPO Rep: Brad Fordyce

Metro Waste Authority: Angie Schaffer

Planning/Zoning: Brad Fordyce

Streets/Water: Brad Campbell

Fire Department: Rob Fouraker

Cemetery: Angie Schaffer

Parks and Rec: Jill Edler

22. Resolution 2024-14

Motioned by Fordyce, seconded by Schaffer to set public hearing for the Property Tax Levy on March 25th at 6:00 in City Hall – special Council work-session, motion carried

23. Resolution 2024-15

Motioned by Schaffer, seconded by Fouraker to approve Pay Estimate No. 2 for Main Lift Station Improvements project, motion carried

24. Resolution 2024-16

Motioned by Fouraker, seconded by Edler to approve Pay Estimate No. 7 for WTP Improvements project, motion carried

25. Adjourn

Motioned by Schaffer, seconded by Edler to adjourn the Council Meeting at 7:30PM

Asset:

Marissa Butler, Acting City Clerk

John. M Kaczmarczyk, Mayor



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
The Hen House Pub n' Grub LLC	The Hen House Pub n' Grub	(515) 367-2020		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
352 NW Main St		Elkhart	Polk	50073
MAILING ADDRESS	CITY	STATE	ZIP	
PO Box 71	Elkhart	Iowa	50073	

Contact Person

NAME	PHONE	EMAIL
Michaëlle Flinn	(515) 979-2782	thehenhouse18@outlook.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0044258	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 1, 2024	Mar 31, 2025	

SUB-PERMITS

Class C Retail Alcohol License



PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Michaëlle Flinn	Elkhart	Iowa	50073	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Apr 1, 2024

POLICY EXPIRATION DATE

Apr 1, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

BANK CASH REPORT

2024

BANK NAME FUND GL NAME	JANUARY CASH BALANCE	FEBRUARY RECEIPTS	FEBRUARY DISBURSMENTS	FEBRUARY CASH BALANCE	OUTSTANDING TRANSACTIONS	FEB BANK BALANCE
COMM STATE BANK - OPERAT BK#1					Feb. '24 Bank Statement: 1,722,630.51	

BANK COMM STATE BANK - OPERAT BK#1						1,741,031.19
001 CHECKING - GENERAL	158,973.65-	4,123.24	55,171.52	210,021.93-	372,406.08	
002 CHECKING	30,263.23	0.00	0.00	30,263.23		
110 CHECKING - RUT	34,899.26	0.00	6,864.93	28,034.33	90,386.36	
111 CHECKING - I-JOBS	0.00	0.00	0.00	0.00		
112 CHECKING - EMPLOYEE BENEFITS	1,727.86	0.00	0.00	1,727.86		
119 CHECKING - EMERGENCY	424.49	0.00	0.00	424.49		
121 CHECKING - LOCAL OPTION	136,128.30	0.00	0.00	136,128.30		
125 CHECKING - TIF	399,689.50	0.00	0.00	399,689.50		
165 CHECKING - RESTRICTED CULTURE	0.00	0.00	0.00	0.00		
167 CHECKING - ELKHART MEMRL PARK	1,432.00	0.00	0.00	1,432.00		
200 CHECKING - DEBT SERVICE	49,958.02	0.00	0.00	49,958.02	3,480.00	
301 CHECKING - CAPITAL PROJECT	0.50	0.00	0.00	0.50		
302 CHECKING - URBAN RENEWAL	0.00	0.00	0.00	0.00		
306 CHECKING- SEWER LAGOON FACILIT	134,052.27-	0.00	0.00	134,052.27-	3,381.72	
307 CHECKIN - SEWER IND PARK	0.00	0.00	0.00	0.00		
308 CHECKING- WATER INDUSTR PARK	0.00	0.00	0.00	0.00		
309 CHECKING	0.00	0.00	0.00	0.00		
311 CHECKING-COMP PLAN	0.00	0.00	0.00	0.00		
312 CHECKING-MAIN STREET	106,723.72	0.00	0.00	106,723.72	6,695.00	
313 CHECKING-PRAIRIE POINT	389,735.54-	0.00	0.00	389,735.54-	755,336.15	
314 CHECKING-WA TREATMENT EXT	920,201.58-	0.00	269,538.97	1,189,740.55-	1,158,521.75	
315 CHECKING-MAINTENANCE SHOP	86,224.17-	0.00	0.00	86,224.17-	95,927.50	
316 CHECKING-STORM WATER	67,253.66	0.00	0.00	67,253.66	48,648.68	
317 CHECKING-LIFT STATION	267,230.62	0.00	9,812.63	257,417.99	106,516.38	
600 CHECKING - WATER	202,049.58	24,099.33	7,525.38	218,623.53	77,035.85	
601 CHECKING - WATER SINKING	5,724.42-	0.00	0.00	5,724.42-	15,000.00	
610 CHECKING - SEWER	55,855.84	20,933.37	7,763.18	69,026.03	72,266.36	
611 CHECKING-SRF-2020B	5,715.00	0.00	0.00	5,715.00		
612 CHECKING-NO LONGER USING-2018A	0.00	0.00	0.00	0.00		
613 CHECKING-SRB 2018B	0.00	0.00	0.00	0.00		
740 CHECKING - STORMWATER	65,672.75	3,456.87	653.48	68,476.14	8,813.69	
PENDING CREDIT-CARD DEPOSITS					8,199.82	
DEPOSITS					486,419.07	
WITHDRAWALS					1,955.16	

COMM STATE BANK - OPERAT TOTAL	269,887.30-	52,612.81	357,330.09	574,604.58-	2,321,751.79	1,747,147.21
WARNING - BANK TOTALS DO NOT EQUAL THE GENERAL LEDGER ACCOUNT TOTALS					DIFFERENCE -->	6,116.02
COMM STATE BANK - CAP PRJ BK#2					Feb. '24 Bank Statement: 7,435.85	

BANK COMM STATE BANK - CAP PRJ BK#2						7,429.93
001 CHECKING - GEN BANK2 CAP PROJ	7,430.23	0.00	0.00	7,430.23		
DEPOSITS					0.30	

COMM STATE BANK - CAP PRJ BK#2	7,430.23	0.00	0.00	7,430.23	0.30-	7,429.93

BANK CASH REPORT
2024

FUND GL	BANK NAME	JANUARY CASH BALANCE	FEBRUARY RECEIPTS	FEBRUARY DISBURSMENTS	FEBRUARY CASH BALANCE	OUTSTANDING TRANSACTIONS	FEB BANK BALANCE
	COMM STATE BANK - LND EQP BK#3						

						Feb. '24 Bank Statement: 15,293.84	
BANK 001	COMM STATE BANK - LND EQP BK#3 CHECKING - GEN BANK3 LAND/EQP DEPOSITS	15,275.60	0.00	0.00	15,275.60	4.66	15,270.94

	COMM STATE BANK - LND EQP BK#3	15,275.60	0.00	0.00	15,275.60	4.66-	15,270.94

	COMM STATE BANK - MEMPARK BK#4						

BANK 167	COMM STATE BANK - MEMPARK BK#4 CHECKING-ELK.MEMRL PARK BOARD	0.00	0.00	0.00	0.00		

	COMM STATE BANK - MEMPARK BK#4	0.00	0.00	0.00	0.00	0.00	0.00

	COMMY ST BANK - CEMASSC BK#5						

BANK 168	COMMY ST BANK - CEMASSC BK#5 CHECKING-ELK.CEMETERY ASSOCIAT	1,285.12	0.00	0.00	1,285.12	reflects	1,415.58

	COMMY ST BANK - CEMASSC TOTALS	1,285.12	0.00	0.00	1,285.12	0.00	1,285.12

	WARNING - BANK TOTALS DO NOT EQUAL THE GENERAL LEDGER ACCOUNT TOTALS					DIFFERENCE -->	130.46-

	Bankers Trust DM BK#6						

BANK 169	Bankers Trust DM BK#6 CHECKING	0.00	0.00	0.00	0.00		

	Bankers Trust DM TOTALS	0.00	0.00	0.00	0.00	0.00	0.00

	VERIDIAN CREDIT UNION BK#7						

BANK 169	VERIDIAN CREDIT UNION BK#7 CHECKING-ELK.COMMUNITY BETTERM	0.00	0.00	0.00	0.00		

	VERIDIAN CREDIT UNION TOTALS	0.00	0.00	0.00	0.00	0.00	0.00

	COMM ST BK-FIRE RESTRICT BK#8						

BANK 166	COMM ST BK-FIRE RESTRICT BK#8 CHECKING	686.89-	0.00	0.00	686.89-		366,478.76
BANK 166	FIRE DEPT RESTRICTED CASH DEPOSITS	367,195.50	0.00	0.00	367,195.50	29.85	

	COMM ST BK-FIRE RESTRICT BK#8	366,508.61	0.00	0.00	366,508.61	29.85-	366,478.76

	=====						
	TOTAL OF ALL BANKS	120,612.26	52,612.81	357,330.09	184,105.02-	2,321,716.98	2,137,611.96
	=====						

TREASURER'S REPORT
CALENDAR 2/2024, FISCAL 8/2024

ACCOUNT TITLE	LAST MONTH END BALANCE	X RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	136,067.82-	4,123.24	55,101.00	70.52-	187,116.10-
002 ARPA	30,263.23	.00	.00	.00	30,263.23
110 ROAD USE TAX	34,899.26	.00	6,864.93	.00	28,034.33
111 I-JOBS	.00	.00	.00	.00	.00
112 EMPLOYEE BENEFITS	1,727.86	.00	.00	.00	1,727.86
119 EMERGENCY FUND	424.49	.00	.00	.00	424.49
121 LOCAL OPTION SALES TAX	136,128.30	.00	.00	.00	136,128.30
125 TAX INCREMENT FINANCING	399,689.50	.00	.00	.00	399,689.50
165 RESTRICTED CULTURE & RE	.00	.00	.00	.00	.00
166 FIRE DEPT RESTRICTED	366,508.61	.00	.00	.00	366,508.61
167 ELKHART MEMORIAL PARK F	1,432.00	.00	.00	.00	1,432.00
168 CEMETERY ASSOCIATION FU	1,285.12	.00	.00	.00	1,285.12
169 COMMUNITY BETTERMENT FU	.00	.00	.00	.00	.00
200 DEBT SERVICE	49,958.02	.00	.00	.00	49,958.02
301 CAPITAL PROJECT FUND	.50	.00	.00	.00	.50
302 CAPITAL PROJ URBAN RENE	.00	.00	.00	.00	.00
306 SEWER LAGOON FACILITY	134,052.27-	.00	.00	.00	134,052.27-
307 SEWER INDUSTRIAL PARK	.00	.00	.00	.00	.00
308 WATER INDUSTRIAL PARK	.00	.00	.00	.00	.00
309 CHECKING-CAP IMPROVE PL	.00	.00	.00	.00	.00
311 CHECKING-COMP PLAN	.00	.00	.00	.00	.00
312 CHECKING-MAIN STREET	106,723.72	.00	.00	.00	106,723.72
313 PRAIRIE POINT PARK-2022	389,735.54-	.00	.00	.00	389,735.54-
314 WA TRTMENT EXT-2022A	920,201.58-	.00	269,538.97	.00	1,189,740.55-
315 MAINTENANCE SHOP-2022A	86,224.17-	.00	.00	.00	86,224.17-
316 STORM WATER-PHASE1-2022	67,253.66	.00	.00	.00	67,253.66
317 LIFTSTATION PROJ-2022A	267,230.62	.00	9,812.63	.00	257,417.99
600 WATER	202,049.58	22,670.16	6,096.21	.00	218,623.53
601 WATER SINKING	5,724.42-	.00	.00	.00	5,724.42-
610 SEWER	55,855.84	20,933.37	7,763.18	.00	69,026.03
611 SRF LOAN-2020B	5,715.00	.00	.00	.00	5,715.00
612 NO LONGER USING 2018A	.00	.00	.00	.00	.00
613 CHECKING-SRB 2018B	.00	.00	.00	.00	.00
740 STORM WATER	65,672.75	3,070.35	266.96	.00	68,476.14
Report Total	120,812.26	50,797.12	355,443.88	70.52-	183,905.02-

RESOLUTION 2024-12

A RESOLUTION NAMING AGENTS OF THE CITY OF ELKHART, IOWA AUTHORIZED TO ENDORSE CHECKS AND ORDERS FOR PAYMENT OR WITHDRAW OR TRANSFER FUNDS ON DEPOSIT WITH CITY DEPOSITORY COMMUNITY STATE BANK OF ANKENY, IOWA.

BE IT RESOLVED, by the City of Elkhart, Iowa, that the following agents be authorized to sign or endorse checks, withdraw or transfer funds on deposit with City Depository Community State Bank of Elkhart, Iowa:

John M. Kaczmarczyk	Mayor
Katie Wilson	City Administrator

All agents' signatures shall be listed on City of Elkhart checking and savings accounts. Checks shall require the signature of the Mayor and signature of the City Administrator (acting clerk).

Council member _____ presented Resolution 2024-12 and moved for its approval.
Council member _____ seconded. Roll call vote:

Ayes:
Nays:
Absent:

Resolution 2024-12 adopted this 18th day of March, 2024.

Mayor John M. Kaczmarczyk

Attest: _____

Katie Wilson, City Administrator/Clerk

City of Elkhart, Iowa Request for Cemetery Locate

Date: _____

Name of person being buried: _____

Birth ___/___/___ Death ___/___/___ VETERAN: Yes__ No__ Event: _____

Name of plot owner: _____

Plot number: _____

Location within plot (which space, 1-2-3-4 with 1 being on South): _____

URN Location in SPACE: A, B, C, D _____

Burial / Head Stone: _____ Casket/Urn: _____

Size of headstone base: _____

Date needed by: _____

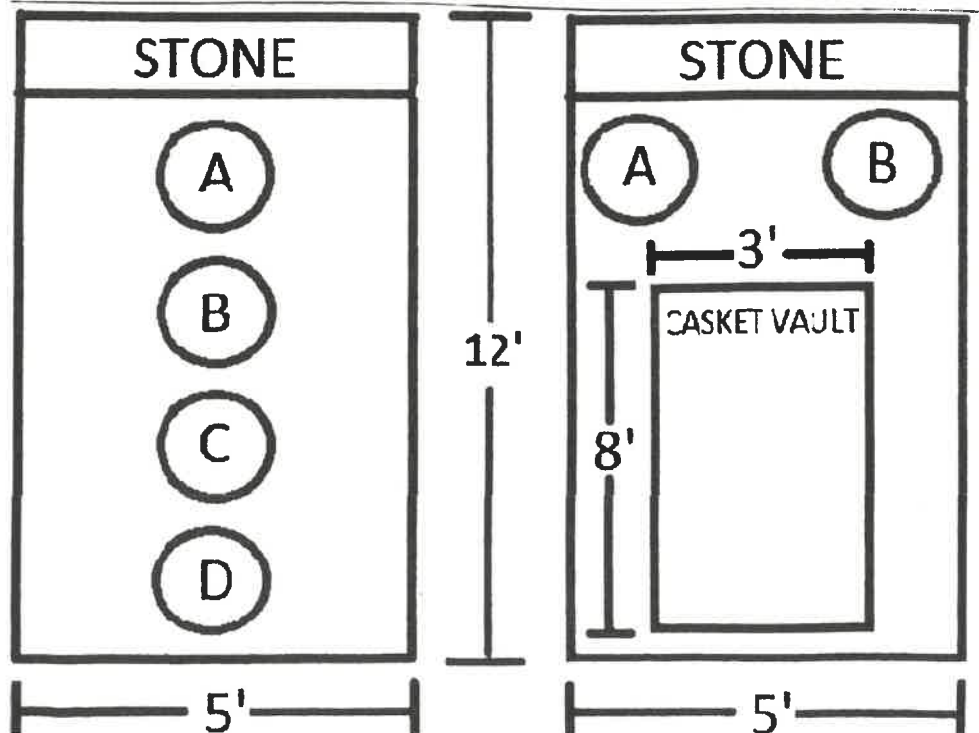
Funeral Home Name & Contact name: _____ Phone #: _____

Monument Company Name & Contact: _____ Phone #: _____

Updated information: _____

Locate form **MUST** be submitted to Elkhart City Hall 2 DAYS before OPENING / INSTALLATION.
ELKHART CONTACT INFO: Phone 515-367-4735 ext 3, EMAIL deputyclerk@cityofelkhart.com

- 4 CREMAINS VAULTS ALLOWED IN 1 SPACE.
- 2 CREMAINS VAULTS ALLOWED WITH CASKET VAULT SPACE



RESOLUTION 2024-13

A RESOLUTION AMENDING THE RULES AND REGULATIONS OUTLINED IN CHAPTER 112, SECTION 4 OF THE CODE OF ORDINANCES OF THE CITY OF ELKHART, IOWA, FOR ELKHART CEMETERY LOCATED IN ELKHART, IOWA

WHEREAS, the Council has determined it is in the best interest to amend the adopted rules and regulations for Elkhart Cemetery; and

WHEREAS, the Cemetery Advisory Committee recommends such changes be adopted within the Cemetery Rules & Regulations to accommodate citizens;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Elkhart, the following rules are adopted for Elkhart Cemetery:

Plots:

- The sole purpose of all plots shall be as burial places for the human dead.
- A full plot contains four spaces numbered from South spaces 1 & 2 to North spaces 3 & 4.
- Burials shall place the head west and the feet east, with the headstone facing east. Exceptions are allowed if consistent with previous burials on a family plot(s).
- The sale of all plots from the City to an Owner is evidenced by Certificates of Interment Rights issued after the plots are paid in full or transferred.
- Elkhart Cemetery records including database, deeds, Certificates of Interment, and maps shall be maintained in Elkhart City Hall.
- The sale or transfer of plots by plot owners will be allowed provided properly signed documentation of such sale or transfer is filed in Cemetery records in Elkhart City Hall.
- With regard to abandonment of plots, if a plot is unoccupied for a period of 75 years, the City may serve notice on the owner of record or the owner's heirs declaring the plot is considered to be abandoned. Such notice shall be served personally or by mailing notice via certified mail at the last known address. If the address cannot be ascertained, notice of abandonment shall be given by one publication of the notice in the official newspaper of the City. If the owner or the heirs do not respond within three years from the date that the notice is served, the abandonment is considered to be complete. Ownership of the plot shall revert to the City allowing the City to sell and convey title to the plot. Source: Code Section 566.20-566.27 of the Code of Iowa.

Care & Maintenance:

- The Cemetery roads, walks, and grass will be kept in good condition, with trees and shrubbery pruned when necessary. Reasonable judgment will be used in removing trees and/or limbs in unsound or dangerous condition.
- Improvements within the grounds of the Cemetery and upon the plots shall be under the control and direction of the City of Elkhart before and after interments have been made. The right of ingress and egress across existing burial plots is by granted specific permission only. The right of

ingress and egress across existing burial plots is granted to others for the purpose of passage to and from other plots and to provide normal cemetery operations.

- Shrubs, Trees and Flowers:
 - No tree or flower plantings, including perennials, are allowed, unless approved for the outside perimeter of the Cemetery by the Elkhart City Council.
- Installation of benches need to be approved by the City of Elkhart.
- No hedges, fences or other plot enclosures of any kind will be permitted on or around plots.
- Decorative items such as fresh flowers, artificial flowers, and plants must be contained in a vase or pot. Other decorative items including wreaths on stands, emblems, lawn hooks, solar lights or other items are allowed. All decorative items must be immediately next to or attached on the memorial.
- Cemetery clean up days are typically held in May and July. Exact dates to be posted at the cemetery. All untended decorative items will be removed on clean up days.
- Glass containers of any type are forbidden.
- Neither the Cemetery Association nor the City will be responsible for damage due to weather conditions, thieves, vandals or causes beyond their control.
- Pets are allowed in the Cemetery only on leash or similar restraint, with the requirement to clean up after them.
- Complaints/questions should be directed to Elkhart City Hall.

Memorials:

- The term "memorial" means any stone, marker, monument marking a grave site.
- No memorial work of any kind shall be set without a foundation of a concrete base that starts below the frost line.
- The location/position of the memorial shall be determined using the records of the City Clerk.
- If a memorial sinks, tilts, or becomes misaligned within 12 months of installation, and the belief is that it is due to faulty installation, notice will be given by the Cemetery Association/City Clerk to the installer to correct the damage.
- No memorial may be erected on any plot until the City has been notified in advance so interment rights can be verified and the plot properly marked by City personnel.

Interment and Funerals:

- Arrangements for interments shall be made with City Hall at least **two** days prior to interment and City personnel will locate and mark each burial space.
- Opening and closing of graves for cremain burials, using a locate form, may be done by the family, if dug with hand tools. All cremain burials shall be dug at least 36 inches deep and have a minimum 24" soil cover over the cremains urn or container.
- The spreading of cremated remains above ground is strictly prohibited.
- **Four** cremain burials will be allowed in one space.

- A container of the family's choice that is made of hard plastic, metal or concrete will be required for each cremains burial. Other materials are allowed if contained within a concrete vault.
- All body burials shall require a casket within a concrete vault.
- One body burial per space **is permitted with two cremains vaults.**
- All body burial grave openings and closings, based upon a completed locate form, will be performed by the City-approved Sexton, whose fees for such services will be paid directly to him.
- All closed graves shall not have soil above ground level.
- Burials are allowed any day of the week, at any time a family wishes.

Prices and Fees:

For those persons residing in or having resided within the limits of the City of Elkhart:

Full Plot - 4 spaces	\$400.00
Half Plot - 2 spaces	\$200.00
Single Plot - 1 space	\$100.00

For those persons who are related to persons residing in or having resided within the limits of the City of Elkhart -or- those persons residing outside city limits but within the Elkhart fire district:

Full Plot - 4 spaces	\$800.00
Half Plot - 2 spaces	\$400.00
Single Plot - 1 space	\$200.00

For those persons residing outside the limits of the City of Elkhart and without any relatives residing in or having resided within the limits of the City of Elkhart:

Full Plot - 4 spaces	\$2,400.00
Half Plot - 2 spaces	\$1,200.00
Single Plot - 1 space	\$600.00

Council member _____ presented Resolution 2024-13 and moved for its approval.
Council member _____ seconded. Roll call vote:

Ayes:
Nays:
Absent:

Resolution 2024-13 adopted this 18th day of March, 2024.

Mayor John M. Kaczmarczyk

Attest: _____
Katie Wilson, City Administrator/Clerk

ORDINANCE NO. 2024-5

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
ELKHART, IOWA, BY AMENDING PROVISIONS IN CHAPTER 112
CEMETERY

BE IT ENACTED, by the City Council of the City of Elkhart, Iowa;

SECTION 7. SECTION MODIFIED. Chapter 112 – CEMETERY, Section 112.07 BURIAL OF CREMAINS, is repealed and the following adopted in lieu thereof:

“112.07 BURIAL OF CREMAINS.

1. *Burial of two urns* containing cremains will be allowed in an individual grave site already occupied by an immediate family member, i.e., parent, spouse, child, sibling.
2. Burial of urns containing cremains of immediate family members will be limited to *four* such urns in an individual grave site not already occupied.”

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage and approval as provided by law.

Passed by the City Council of the City of Elkhart, Iowa on this 18th day of March, 2024.

Mayor John M. Kaczmarczyk

Attest: _____

Katie Wilson, City Administrator

CHAPTER 112

CEMETERY

112.01 Definition

112.02 Records

112.03 Sale of Interment Rights

112.04 Rules and Regulations

112.05 Council Member in Charge

112.06 Cemetery Advisory Committee

112.07 Burial of Cremains

112.01 DEFINITION. The term “cemetery” means the Elkhart Cemetery, which is a municipal cemetery under the provisions of Chapter 523I of the *Code of Iowa* and which shall be operated under the provisions of Chapter 523I of the *Code of Iowa* and this chapter. The description of the land comprising the cemetery is as follows:

Approximately three and forty-three hundredths (3.43) acres located in the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Thirty-four (34), Township Eighty-one (81) North, Range Twenty-three (23), West of the 5th P.M., Elkhart Township, Polk County, Iowa.
(Code of Iowa, Sec. 523I.501)

112.02 RECORDS. It is the duty of the Clerk to make and keep complete records identifying the owners of all interment rights sold by the cemetery and historical information regarding any transfers of ownership. The records shall include all of the following:

(Code of Iowa, Sec. 523I.311)

1. Sales or Transfers of Interment Rights.
 - A. The name and last known address of each owner or previous owner of interment rights.
 - B. The date of each purchase or transfer of interment rights.
 - C. A unique numeric or alphanumeric identifier that identifies the location of each interment space sold by the cemetery.
2. Interments.
 - A. The date the remains are interred.
 - B. The name, date of birth and date of death of the decedent interred, if those facts can be conveniently obtained.
 - C. A unique numeric or alphanumeric identifier that identifies the location of each interment space where the remains are interred.

112.03 SALE OF INTERMENT RIGHTS. The sale or transfer of interment rights in the cemetery shall be evidenced by a certificate of interment rights or other instrument evidencing the conveyance of exclusive rights of interment upon payment in full of the purchase price. The agreement for interment rights shall disclose all information required by Chapter 523I of the *Code of Iowa*. The payment of all fees and charges shall be made at the office of the Clerk where receipts will be issued for all amounts paid. Said fees and charges shall be based upon the charges as established by resolution of the Council.

(Code of Iowa, Sec. 523I.310)

112.04 RULES AND REGULATIONS. Rules and regulations for the cemetery may be adopted, and may be amended from time to time, by resolution of the Council and may cover such things as the use, care, control, management, restrictions and protection of the cemetery as necessary for the proper conduct of the business of the cemetery. The rules shall specify the cemetery's obligations in the event that interment spaces, memorials, or memorializations are damaged or defaced by acts of vandalism. Any veteran, as defined in Section 35.1 of the *Code of Iowa*, who is a landowner or who lives within the City shall be allowed to purchase an interment space and to be interred within the cemetery. In addition, any veteran who purchases an interment space within the cemetery shall be allowed to purchase an interment space for interment of the spouse of the veteran if such a space is available, and the surviving spouse of a veteran interred within the cemetery shall be allowed to purchase an interment space and be interred within the cemetery if such a space is available.

(Code of Iowa, Sec. 523I.304)

112.05 COUNCIL MEMBER IN CHARGE. At its first meeting in January of each year or as soon thereafter as may be, the Mayor shall designate a Council member in charge of Parks and Cemetery, who shall attend to the work of maintaining the grounds and shall have general charge of the same under the general supervision of the City Council. The duties of the Council member are as follows:

1. The Council member in charge of Parks and Cemetery shall be familiar with State law and the rules of the Iowa Department of Public Health in regard to the burial and disposal of dead bodies and shall see that all such laws and rules are strictly complied with.
2. The Council member in charge of Parks and Cemetery, at the first regular meeting of the Council in April of each year, shall make a full and detailed report of the past fiscal year and of all actions taken during the year, and shall attach to said report a complete list of all municipal property in possession of said Council member.
3. The Council member in charge of Parks and Cemetery shall have such other powers and shall perform such other duties as may be provided by the Council, the Ordinances, or the laws of the State.

112.06 CEMETERY ADVISORY COMMITTEE. There is hereby created the Elkhart Community Cemetery Advisory Committee. The object of such committee is to act as an advisory group to the Council member in charge of the cemetery and to assist with beautification and improvement projects for the cemetery.

1. The Committee shall consist of a Chairperson and such assistants and volunteers as may, from time to time, be deemed necessary for the effective operation of the Committee. The membership of the Committee shall consist of such persons who are interested in serving on the committee.
2. The Chairperson shall be accountable to the Council and shall be responsible for all property of the Department. The Chairperson shall make no less than one written annual report to the Council on or before February 1 each year. Additional reports, verbal or written, may be required from time to time by the Council.
3. The Committee, in its election, may incorporate as a nonprofit corporation under the laws of the State and elect such officers to be known as social officers as may be determined by the Articles of Incorporation and the membership of the Committee. The Articles of Incorporation shall be approved by the Council.

112.07 BURIAL OF CREMAINS.

Changes

1. Burial of one single urn containing cremains will be allowed in an individual grave site already occupied by an immediate family member, i.e., parent, spouse, child, sibling.
2. Burial of urns containing cremains of immediate family members will be limited to two such urns in an individual grave site not already occupied.

From: Jody Edgington <jody@midwestcriticalpower.com>

Sent: Wednesday, February 28, 2024 3:34 PM

To: Scott Drey <Scott.Drey@nutrien.com>

Subject: [EXT] Fire Station Generator

Good afternoon Scott,

The move and install for the fire station generator

Transfer switch \$1500.00

Labor for hook up 12 @ 145 \$1740.00

\$3240.00

I figured high on the labor, so if under, would only bill you what we have in it.

😊 Please let me know if you have any questions

Thank you

RESOLUTION 2024-14

A RESOLUTION TO AUTHORIZE THE PURCHASE OF INSTALLATION SERVICES FOR A FIRE STATION GENERATOR FROM THE FIRE DEPARTMENT BUDGET, NOT TO EXCEED \$3500.00

WHEREAS, the Elkhart Fire Department has received an initial quote from Midwest Critical Power in conjunction with installing a generator in the Fire Station; and

WHEREAS, the Elkhart City Council budgeted monies in the Fire Department fund to cover the cost of equipment installation;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Elkhart, Iowa, the Fire Chief is authorized to direct such purchase.

Council member _____ presented Resolution 2024-14 and moved for its approval.
Council member _____ seconded. Roll call vote:

Ayes:
Nays:
Absent:

Resolution 2024-14 adopted this 18th day of March, 2024.

Mayor John M. Kaczmarczyk

Attest: _____

Katie Wilson, City Administrator/Clerk



Quote

Date: March 15, 2024
 Quote #: [100]
 Customer ID: [ABC12345]

To: Elkhart FD
 [Phone]

Ship to: [Name]
 [Company Name]
 [Street Address]
 [City, ST ZIP Code]
 [Phone]

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
	Drey					

Qty	Item #	Description	Unit Price	Discount	Line Total
24.00	804722-35	45 min, 4500psi cga cylinders, 30 year	\$ 1,625.00		\$ 39,000.00
		Includes function test on 12 packs			

Subtotal	\$	39,000.00
Sales Tax		
Total	\$	39,000.00

Make all checks payable to Ed M. Feld Equipment Co., Inc.
Thank you for your business!

RESOLUTION 2024-15

A RESOLUTION TO AUTHORIZE THE ELKHART FIRE CHIEF TO PURCHASE 30-YEAR CYLINDERS UTILIZING FUNDS FROM THE RESTRICTED CASH SAVINGS ACCOUNT DESIGNATED TO THE ELKHART FIRE DEPARTMENT

WHEREAS, the Elkhart Fire Department has received a quote from Feld Fire in the amount of \$39,000.00 to purchase equipment defined as 30-year cylinders; and

WHEREAS, the Elkhart City Council approves this expense from the Fire Department Restricted Cash Savings Account;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Elkhart, Iowa, the Fire Chief is authorized to purchase twenty-four (24) 30-year cylinder packs in the amount of \$39,000.00 from the Fire Department restricted cash savings account.

Council member _____ presented Resolution 2024-15 and moved for its approval.
Council member _____ seconded. Roll call vote:

Ayes:
Nays:
Absent:

Resolution 2024-15 adopted this 18th day of March, 2024.

Mayor John M. Kaczmarczyk

Attest: _____

Katie Wilson, City Administrator/Clerk



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

March 4, 2024

Chad Sands
Interim City Administrator
City of Elkhart
260 NW Main Street
P.O. Box 77
Elkhart, Iowa 50073-0077

ELKHART, IOWA
MAIN LIFT STATION IMPROVEMENTS
PAY ESTIMATE NO. 3

Attached is an electronic copy of Pay Estimate No. 3 for work on the Main Lift Station Improvements project, under the contract between the City of Elkhart and On Track Construction, LLC dated June 20, 2023. The partial pay estimate is for the period February 3, 2024 to March 1, 2024.

Pay Estimate No. 3 is for bypass structure, lift station alterations, electrical and lift station painting.

We have checked the estimate and recommend payment to On Track Construction, LLC in the total amount of \$20,688.91.

Please sign Pay Estimate No. 3 in the space provided and return a signed copy of the pay estimate to our office. Please return a signed copy of Pay Estimate No. 3 to On Track Construction, LLC with payment. A signed copy should also be kept for your files.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink that reads "Forrest Aldrich".

Forrest Aldrich

FSA:rsb
18082
Enclosures
cc: On Track Construction, LLC



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

Date: **February 28, 2024**

PAY ESTIMATE NO. 3


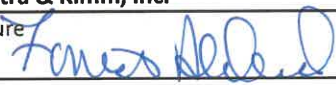
Project Title		Main Lift Station Improvements City of Elkhart			Contractor		On Track Construction, LLC 1435 West F Avenue, O.O. Box 524 Nevada, Iowa 50201					
Original Contract Amount & Date		\$555,555.00		20-Jun-23		Pay Period		2/3/2024 to		2/28/2024		
BID ITEMS												
Bid Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Current Pay Estimate		Previous Pay Estimates		Total Quantity Completed	Value Completed	
						Qty. Completed	Value	Qty. Completed	Value			
1.01	Mobilization	LS	1	\$ 25,550.00	\$ 25,550.00		\$ -	50.00%	\$ 12,775.00	50.00%	\$ 12,775.00	
1.02	Bypass Structure and Internal Piping	LS	1	\$ 70,000.00	\$ 70,000.00	45%	\$ 3,500.00	50.00%	\$ 63,000.00	95.00%	\$ 66,500.00	
1.03	Bypass Piping and Fitting	LS	1	\$ 24,000.00	\$ 24,000.00		\$ -	100.00%	\$ 24,000.00	100.00%	\$ 24,000.00	
1.04	Bypass Pumping	LS	1	\$ 26,400.00	\$ 26,400.00		\$ -	0.00%	\$ -	0.00%	\$ -	
1.05	Lift Station Alterations	LS	1	\$ 13,000.00	\$ 13,000.00	50%	\$ 6,500.00	0%	\$ -	50.00%	\$ 6,500.00	
1.06	Lift Stations, Pumps, Controls & Piping	LS	1	\$ 129,900.00	\$ 129,900.00		\$ -	0%	\$ -	0.00%	\$ -	
1.07	Lift Station, Painting	LS	1	\$ 5,000.00	\$ 5,000.00	30%	\$ 1,500.00	10%	\$ 500.00	40.00%	\$ 2,000.00	
2.01	Site Electrical	LS	1	\$ 118,000.00	\$ 118,000.00	8.71%	\$ 10,277.80	1.29%	\$ 1,522.20	10.00%	\$ 11,800.00	
2.02	Standby Pump & Pad	LS	1	\$ 100,305.00	\$ 100,305.00		\$ -	0%	\$ -	0.00%	\$ -	
2.03	Standby Pump Piping	LS	1	\$ 12,000.00	\$ 12,000.00		\$ -	0%	\$ -	0.00%	\$ -	
2.04	Fencing	LS	1	\$ 14,850.00	\$ 14,850.00		\$ -	0%	\$ -	0.00%	\$ -	
3.01	Site Resporation	LS	1	\$ 16,550.00	\$ 16,550.00		\$ -	0%	\$ -	0.00%	\$ -	
					TOTAL ORIGINAL CONTRACT	\$ 555,555.00		\$ 21,777.80		\$ 101,797.20		\$ 123,575.00

MATERIALS STORED SUMMARY

Bid Item No.	Description	Number of Units	Unit Price	Extended Cost
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
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			\$ -	\$ -
TOTAL MATERIALS STORED			\$	\$ -

SUMMARY			
		Original Contract Price	Value Completed
Bid Items Subtotal		\$555,555.00	\$ 123,575.00
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Value Completed
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 555,555.00	\$ 123,575.00
		Total Materials Stored	\$ -
		Value of Completed Work and Materials Stored	\$ 123,575.00
		Less Retained Percentage (5%)	\$ 6,178.75
		Total Earned Less Retainage	\$ 117,396.25
PREVIOUSLY APPROVED PARTIAL PAYMENTS			
Less Estimate(s) Previously Approved		Pay Estimate No.1	\$ 92,506.25
		Pay Estimate No.2	\$4,201.09
		Less Total Pay Estimates Previously Approved	\$ 96,707.34
Percent Complete	22.2%	Amount Due This Estimate	\$ 20,688.91

The amount \$20,688.91 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: On Track Construction, LLC	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Elkhart
Signature 	Signature 	Signature
Title Project Manager	Title Project Engineer	Title Mayor
Date 2/28/2024	Date 3/4/2024	Date

Elkhart WTP - Pay Estimate No. 8

From Vince Driscoll <vdriscoll@v-k.net>

To ElkhartClerk@proton.me

CC Elkhart Cityshop <elkhartshop@yahoo.com>, Chuck Burgin <cburgin@v-k.net>, Forrest Aldrich <faldrich@v-k.net>, Marissa Butler <deputyclerk@cityofelkhart.com>

Date Monday, March 11th, 2024 at 4:08 PM

Katie,

Payment Application No. 8 was signed at today's progress meeting, this email is to list the specific items of work performed during February for the Council's knowledge. Please see the items listed below pertaining to the \$202,992.08 we are recommending for payment:

- Process and electrical rooms rock filled, compacted and testing has been complete.
- Concrete lid for the back wash tank formed, reinforcement steel placed and concrete pour completed.
- Installation of access hatches to tank completed.
- Under floor electrical power and control conduit from electrical room to process room completed.
- Under floor piping for drains, waste, and vents completed.
- Estimated 30% of the exterior masonry block walls have been completed.

If there are no questions or comments, please have Mayor Kaczmarczyk execute Payment Application No. 8 at the next Council Meeting. Return one copy of Payment Application No. 8 to Veenstra & Kimm, Inc., forward one copy to WRH, Inc., with payment, and retain one copy for your file.

Please let us know if you have any questions or if there is any additional information we can provide.

Thank you,

Vincent Driscoll, E.I.



3000 Westown Parkway
West Des Moines, Iowa 50266

RESOLUTION 2024-16

A RESOLUTION TO APPROVE PAY ESTIMATE NO. 3 FOR WORK ON THE MAIN LIFT STATION IMPROVEMENTS PROJECT, UNDER THE CONTRACT BETWEEN THE CITY OF ELKHART AND ON TRACK CONSTRUCTION, LLC

WHEREAS, the City of Elkhart wishes to Approve Pay Estimate No. 3 for the Main Lift Station Improvements Project;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Elkhart, the City Administrator/Clerk is hereby authorized to issue payment to On Track Construction, LLC for Pay Estimate No. 3.

Council member _____ presented Resolution 2024-16 and moved for its approval.
Council member _____ seconded. Roll call vote:

Ayes:

Nays:

Absent:

Resolution 2024-16 adopted this 18th day of March, 2024.

Mayor John M. Kaczmarczyk

Attest: _____

Katie Wilson, City Administrator/Clerk



City of Elkhart

LED Lighting Upgrade Proposal

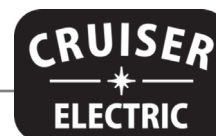
Feb. 23, 2024

Joseph Hurla
President
ROI Energy

785.218.6549
jhurla@roi.energy

Mark Lewis
Owner
Cruiser Electric

319.430.3291
mlewis@cruiserelectric.com



Comprehensive LED Lighting Upgrade

All Interior Lighting

Update Antiquated Lighting Systems

- Install LED lighting throughout 3 facilities:
 - City Hall
 - Fire Department
 - Community Center
- Eliminate ballasts and upgrade all fixtures
- Consistent light colors
- Increased light levels

Project Summary	
Total Project Cost	\$11,789
- Incentives	-\$6,290
Customer Cost	\$5,499
% Customer Funded	47%
Annual Savings	\$1,241
Payback (Years)	4.43
Annual Cash-on-Cash	23%
Lifetime Cash Return	\$15,885

Maximized Financial Benefit

- Generates nearly \$1,000 in annual savings
- MidAmerican Energy funds nearly 60% of installed cost
- Lighting costs reduced 60+%
- Reduced maintenance – new LEDs last over 15 years

No payment until project is 100% complete

All incentive funds are paid directly to ROI Energy – City does not await repayment

Comprehensive LED Lighting Upgrade

Turnkey Implementation

Solution Description	Quantity	Annual Savings	Sale Price	Incentive Available	Customer Cost	Payback	
High-Bay Fixtures							
Replace with LED linear high-bay fixture	11	\$312	\$6,297	\$4,400	\$1,897	6.08	
LED Interior Fixtures							
Replace with 1x4 LED panel and surface-mount kit	9	\$346	\$1,991	\$540	\$1,451	4.19	
Replace with 2x4 recessed LED fixture	18	\$558	\$2,960	\$1,080	\$1,880	3.37	
Replace with 4ft surface-mount LED fixture	1	\$13	\$395	\$270	\$125	9.40	
Replace with surface-mount downlight fixture	1	\$10	\$140	\$0	\$140	14.20	
Screw-ins and Pin-Based							
Relamp with LED screw-in A bulb ~10 watts	1	\$2	\$7	\$0	\$7	3.11	
PROJECT TOTALS			\$1,241	\$11,789	\$6,290	\$5,499	4.43

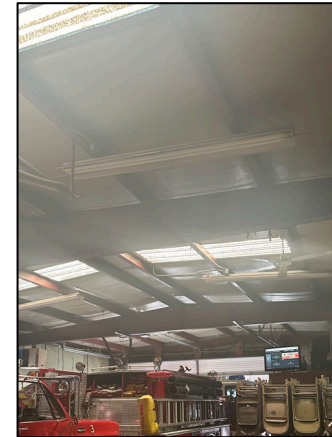
Measure 1: LED High Bay Fixtures

Install Linear LED High Bay Fixtures

- 1:1 replacement of 8-foot fluorescent fixtures with linear high-bay fixtures
- Fixtures are wattage selectable

Benefits

- Reduce lighting energy use by 60%
- 50,000-hour fixture life eliminates maintenance costs for 15-20 years
- Maintain or increase light levels
- Create consistent color
- Designed to maximize incentives
- Aesthetically attractive new fixtures
- 5-year manufacturers' warranty



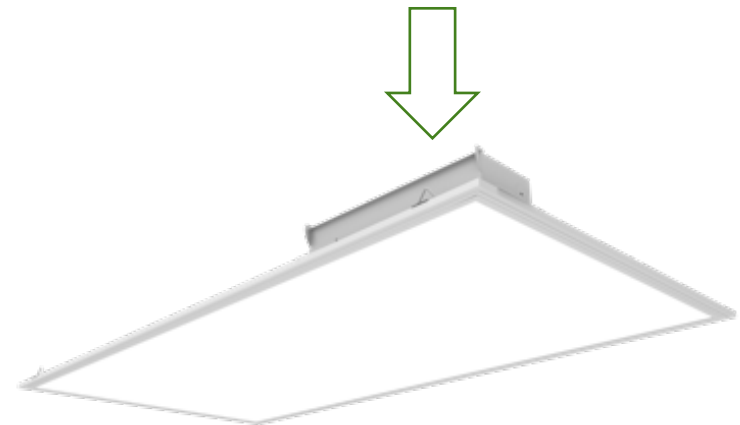
Measure 2: LED Interior Fixtures

Install 2x4 Recessed LED Panels

- 1:1 replacement of recessed 2x4 fluorescent fixtures with LED panels
- Fixtures are wattage and color selectable

Benefits

- 50,000-hour fixture life eliminates maintenance costs for 15-20 years
- Maintain or increase light levels
- Aesthetically attractive new fixtures
- Create consistent color
- 5-year manufacturers' warranty



Measure 3: LED Interior Fixtures

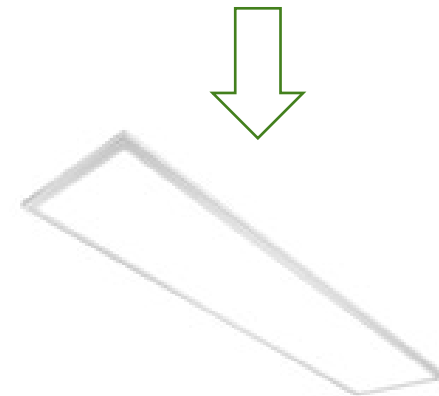
Install 1x4 Surface-Mount LED Panels

- Upgrade existing surface-mount 1x4 fluorescent fixtures with LED panels
- Add surface-mount kit for attractive installation
- Fixtures are wattage and color selectable



Benefits

- 50,000-hour fixture life eliminates maintenance costs for 15-20 years
- Maintain or increase light levels
- Aesthetically attractive new fixtures
- Create consistent color
- 5-year manufacturers' warranty



Measure 4: LED Interior Fixtures

Install Surface-Mount LED Fixtures

- Replace low-bay fluorescent fixtures with linear LED strip fixtures

Benefits

- Reduce lighting energy use by 60%
- 50,000-hour fixture life eliminates maintenance costs for 15-20 years
- Eliminate all existing ballasts
- Maintain or increase light levels
- Create consistent color
- Aesthetically attractive new fixtures
- 5-year manufacturers' warranty
- Fixtures are wattage and color selectable



Next Steps

1. Authorize ROI Energy to Proceed

- ROI submits signed application documents to MidAmerican Energy
- Finalize installation agreement for selected scope

2. Complete Project Installation

- ROI Energy provides approved materials
- Receive and install new fixtures

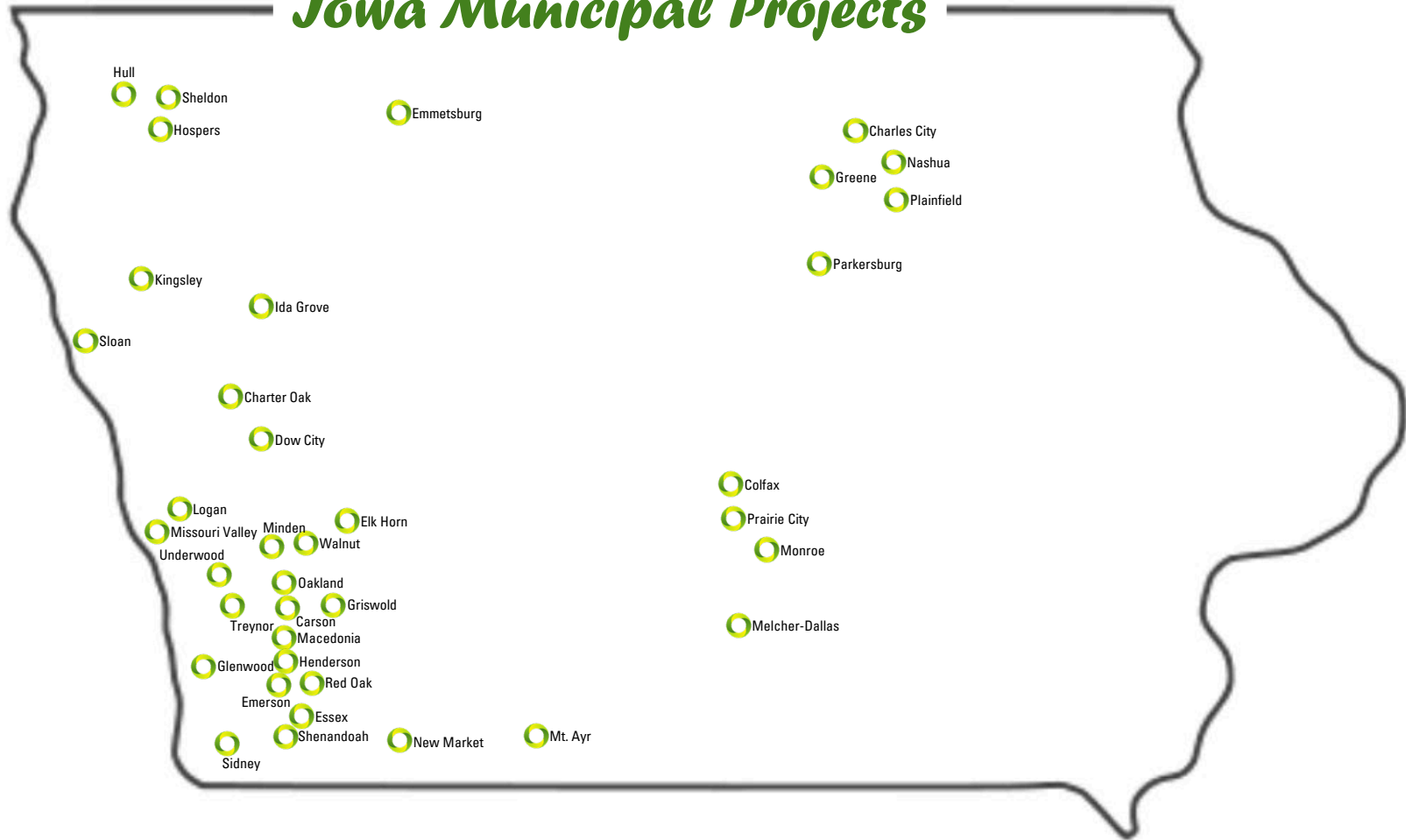
3. Finalize Documentation & Payments

- ROI Energy completes final incentive application
- Incentive reimbursement sent directly to ROI Energy
- Make applicable copayment

4. Assess Additional City-Owned Facilities

- Community Center
- City Shop
- Others

Jowa Municipal Projects





City of Colfax

- Upgrade interior and exterior lighting at seven city sites
- Replace 50 high-bay fixtures with UFO LED fixtures
- Install 25 surface-mount LED panel fixtures
- Bypass all ballasts and install TLED lamps
- Upgrade exterior perimeter, parking lot, and sports fixtures
- Utility incentives funded 60% of project
- New lighting expected to last 15-20 years

A look at the Project *by the Numbers*

Project Summary	
Total Project Cost	\$48,390
- Utility Incentives	-\$28,280
Customer Cost	\$20,110
% Customer Funded	42%
Annual Electric Savings	\$3,762
Payback (Years)	5.35
Annual Cash-on-Cash	19%
Lifetime Cash Return	\$44,973



City of Melcher-Dallas

- Install 40 linear high-bay LED fixtures
- Bypass ballasts and install TLED lamps
- Utility incentives funded 65% of project
- New lighting expected to last 20+ years
- ROI Energy completed project on a turnkey basis
- Cost-effective approach made project viable

A look at the Project *by the Numbers*

Project Summary	
Total Project Cost	\$15,899
- Utility Incentives	-\$10,333
Customer Cost	\$5,566
% Customer Funded	35%
Annual Electric Savings	\$1,085
Payback (Years)	5.13
Annual Cash-on-Cash	19%
Lifetime Cash Return	\$14,724



City of Prairie City

- Install 6 new high bay LED fixtures
- Install 80 recessed LED panels
- Upgrade exterior fixtures to LED
- Replaced screw-in lamps with LEDs
- Bypass ballasts and install 250 TLED lamps
- Cost-effective approach made project viable
- Utility incentives funded 60% of project
- New lighting expected to last 15-20 years

A look at the Project *by the Numbers*

Project Summary	
Total Project Cost	\$35,278
- Utility Incentives	-\$9,100
Customer Cost	\$26,178
% Customer Funded	74%
Annual Electric Savings	\$5,789
Payback (Years)	4.52
Annual Cash-on-Cash	22%
Lifetime Cash Return	\$72,235



City of Treynor

- Upgraded lighting at six City facilities
- Upgrade shop high bay fixtures to LED
- Installed recessed LED panels at City Hall
- Bypass all ballasts and install TLEDs
- Upgrade all exterior fixtures to LED
- Cost-effective approach made project viable
- Utility incentives funded nearly 60% of project
- New lighting expected to last 15+ years

A look at the Project *by the Numbers*

Project Summary	
Total Project Cost	\$23,451
- Utility Incentives	-\$13,655
Customer Cost	\$9,796
% Customer Funded	42%
Annual Electric Savings	\$3,928
Payback (Years)	2.49
Annual Cash-on-Cash	40%
Lifetime Cash Return	\$59,730



City of Essex

- Upgrade high bay fixtures to LED
- Installed recessed LED panels at City Hall
- Bypass all ballasts and install TLEDs
- Upgrade all exterior fixtures to LED
- Cost-effective approach made project viable
- Utility incentives funded nearly 30% of project
- New lighting expected to last 15+ years

A look at the Project by the Numbers

Project Summary	
Total Project Cost	\$21,254
- Utility Incentives	-\$11,462
Customer Cost	\$9,792
% Customer Funded	46%
Annual Electric Savings	\$3,299
Payback (Years)	2.97
Annual Cash-on-Cash	34%
Lifetime Cash Return	\$47,941



City of Charter Oak

- Upgraded lighting at two City buildings
- Install 14 new high bay LED fixtures
- Upgrade recessed fixtures to LED panels
- Bypass ballasts and install TLED lamps
- Upgrade exterior wall packs to LED
- Utility incentives funded 55% of project
- New lighting expected to last 20+ years

A look at the Project *by the Numbers*

Project Summary	
Total Project Cost	\$13,784
- Utility Incentives	-\$7,624
Customer Cost	\$6,160
% Customer Funded	45%
Annual Electric Savings	\$1,657
Payback (Years)	3.72
Annual Cash-on-Cash	27%
Lifetime Cash Return	\$26,980



City of Logan

- Upgraded lighting to LED in City library
- Install 21 recessed LED panels
- Retrofit fluorescent lamps to TLEDs
- Replaced screw-in lamps with LEDs
- Cost-effective approach made project viable
- Utility incentives funded 25% of project
- New lighting expected to last nearly 20 years

A look at the Project *by the Numbers*

Project Summary	
Total Project Cost	\$6,367
- Utility Incentives	-\$1,572
Customer Cost	\$4,795
% Customer Funded	75%
Annual Electric Savings	\$1,233
Payback (Years)	3.89
Annual Cash-on-Cash	26%
Lifetime Cash Return	\$17,399



City of Parkersburg

- Convert lighting to LED in eight City facilities
- Upgrade 70 fixtures to high bay LEDs
- Install 200 new LED panel fixtures
- Bypass all ballasts and install 300 TLED tubes
- Replaced exterior wall packs and can lights with LED
- Utility incentives funded nearly 50% of project
- New lighting expected to last 20 years

A look at the Project *by the Numbers*

Project Summary	
Total Project Cost	\$77,338
- Utility Incentives	-\$33,986
Customer Cost	\$43,352
% Customer Funded	56%
Annual Electric Savings	\$14,085
Payback (Years)	3.08
Annual Cash-on-Cash	32%
Lifetime Cash Return	\$189,051



City of Nashua

- Upgraded interior and exterior lighting at six City facilities
- Replaced 30 high bay fixtures with UFO LED fixtures
- Install 70 new LED panel fixtures in office areas
- Bypass ballasts and install 400 TLED lamps
- Replaced screw-in lamps with LEDs
- ROI Energy completed project on a turnkey basis
- Utility incentives funded 35% of project
- New lighting expected to last 15+ years

A look at the Project *by the Numbers*

Project Summary	
Total Project Cost	\$60,605
- <i>Utility Incentives</i>	<i>-\$20,665</i>
Customer Cost	\$39,940
% Customer Funded	66%
Annual Electric Savings	\$12,883
Payback (Years)	3.10
Annual Cash-on-Cash	32%
Lifetime Cash Return	\$167,476



City of Charles City

- Upgraded interior and exterior lighting at eight City sites
- Replaced 50 high bay fixtures with linear LED fixtures
- Install new LED panel fixtures in office areas
- Bypass ballasts and install 150 TLED lamps
- Upgraded over 100 sidewalk pole fixtures to LED
- ROI Energy completed project on a turnkey basis
- Utility incentives funded 35% of project
- New lighting expected to last nearly 20 years

A look at the Project *by the Numbers*

Project Summary	
Total Project Cost	\$62,193
- Utility Incentives	-\$22,433
Customer Cost	\$39,760
% Customer Funded	64%
Annual Electric Savings	\$9,808
Payback (Years)	4.05
Annual Cash-on-Cash	25%
Lifetime Cash Return	\$153,458



Ankeny Christian Church & Childcare

- Install 12 new high bay LED fixtures
- Replaced 40 recessed fixtures with LED panels
- Bypassed ballasts and installed TLED tubes
- Upgraded exterior fixtures to LED
- Cost-effective approach made project viable
- Utility incentives funded 40% of project
- New lighting expected to last 20+ years

A look at the Project *by the Numbers*

Project Summary	
Total Project Cost	\$29,215
- Utility Incentives	-\$10,438
Customer Cost	\$18,777
% Customer Funded	64%
Annual Electric Savings	\$5,650
Payback (Years)	3.32
Annual Cash-on-Cash	30%
Lifetime Cash Return	\$99,865



Altoona 8th Street Child Care

- Installed 80 surface-mount LED panels
- Upgrade exterior fixtures to LED
- Installed smart thermostats to control HVAC systems
- Project completed on weekends to minimize disruption
- Cost-effective approach made project viable
- Utility incentives funded nearly 30% of project
- New lighting expected to last 15-20 years

A look at the Project *by the Numbers*

Project Summary	
Total Project Cost	\$23,870
- Utility Incentives	-\$6,400
Customer Cost	\$17,470
% Customer Funded	73%
Annual Electric Savings	\$4,942
Payback (Years)	3.54
Annual Cash-on-Cash	28%
Lifetime Cash Return	\$56,660



Bank Iowa

- Upgraded 14 offices across Iowa
- Planning for additional branches underway
- ROI Energy completed all projects on turnkey basis
- Install nearly 600 new LED recessed fixtures
- Bypass ballasts and install TLEDs
- Upgrade exterior fixtures to LED
- Replaced screw-in lamps with LEDs
- Utilized preferred local electricians for install

A look at the Project *by the Numbers*

Project Summary	
Total Project Cost	\$151,212
- Utility Incentives	-\$21,888
Customer Cost	\$129,324
% Customer Funded	86%
Annual Electric Savings	\$32,694
Payback (Years)	3.96
Annual Cash-on-Cash	25%
Lifetime Cash Return	\$312,045

FW: City Cleanup pricing

From Theresa Geelan <theresa@ankenysanitation.com>

To elkhartclerk@proton.me

CC Dave<DAVE@ANKENYSANITATION.COM>

Date Thursday, March 14th, 2024 at 11:38 AM

Katie-

Pricing for this year for the roll off drop off is below. Last year we collected 4.15 ton plus appliances for a total expense of \$1314.75.

For Curbside collection, pricing would be based on labor plus disposal (similar to Sheldahl and Alleman):

- \$150.00 per hour per truck
- \$50.00 per ton disposal for trash
- Average billing is \$3990.00

Please confirm receipt and if there is anything else we can assist with.

Thank you

Theresa Geelan

Office Manager



From: Dave <DAVE@ankenysanitation.com>

Date: March 13, 2024 at 2:13:00 PM CDT

To: elkhartclerk@proton.im

Cc: Jake Jury <jake@ankenysanitation.com>

Subject: City Cleanup pricing

Good afternoon

For this years cleanup, the haul charge will be \$245 and disposal is \$50 a ton.

Do you know the dates that the city is looking to schedule this on?

Dave Massey

General Manager



PO Box 487 Ankeny, IA 50021

(515) 964-5229 office | (515) 964-7021 fax



The City of Elkhart cleanup day will be on June 3rd. Starting at 8am residents can bring items to the City Garage for disposal. Proof of residency is required. Items will be accepted until 1pm.

The City will have dumpsters available for general trash, appliances, and scrap tires.

The guidelines are as follows:

Appliances can be deposited at \$20 per appliance. Acceptable items include – furnaces, washers/dryers, dishwashers, air conditioners, dehumidifiers and microwaves.

General trash can be deposited at \$15 per load. A single load will not exceed a standard pickup truck; it will be at the discretion of staff on site to determine extra fees for larger loads. Items that are considered trash are- tables/chairs, mattresses/bed frames, dressers/nightstands, lights, couches/recliners, cabinets/doors/windows, electronics, bicycles, patio furniture, swing sets, carpet, TV's/computers, grills, lawn mowers with no oil/gas.

Additionally, a scrap metal collector will be on site to collect scrap metal. There is no charge for depositing scrap metal, and it will be at the discretion of the collector as to what is accepted. Any refuse can be deposited in the general trash dumpster or appliance dumpster as outlined above. Scrap tires will be accepted free of charge. Each household can bring a maximum of five tires, all must have rims removed.

Tires NOT accepted include:

- Tires generated by businesses
- Farm or tractor tires
- Solid tires (lawnmower, forklift, or golf cart tires)
- Bicycle tires

Tires can also be recycled with Liberty Tire in Des Moines, or disposed of at these Metro Waste Authority facilities year-round for a fee:

- Metro Park East Landfill (12181 University Avenue NE Mitchellville, Iowa 50169)
- Metro Park West Landfill in Perry (2499 337th Street Perry, Iowa 50220)
- Metro Hazardous Waste Drop-Off in Bondurant (1105 Prairie Drive SW Bondurant, Iowa 50035)

For more information about safe, smart waste disposal and recycling options, call 515.244.0021 or visit www.WhereItShouldGo.com.

All fees must be paid in exact cash amount or via check made out to the City of Elkhart, no exceptions. You are responsible for offloading your items into the dumpsters.

The following Items will not be accepted:

- Chemicals
- Gas and oil
- Paint, paint thinners, solvents or antifreeze
- Toxic or radioactive materials
- Compressed gas cylinders
- Hazardous waste
- Ammunition
- Yard waste

Dumping outside of the posted hours of 8am to 1pm on June 3 is not allowed. City staff must be present during the hours of operation. Any illegal dumping will be prosecuted. Contact City Hall with any questions.